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1/19/93
90,643
30,000
46,500 } Bid Deposits

January 15, 1993

Mr. Mike Bartleson
City of Broomfield
Number 6 Garden Center
Broomfield, CO 80020

Re: Joint Bid of the Cities of Arvada, Black Hawk, Northglenn
and Westminster for Category 1 Water Rights

Dear Mr. Bartleson:

Enclosed is the joint bid of the Cities of Arvada, Black Hawk, Northglenn and Westminster in the amount of \$17,223,148.75 for Broomfield's category 1 water rights. Included with this letter are each City's bid form with attached bid conditions and bid security deposits totalling \$172,231.49.

Particular notice should be given to bid condition number 4 which states that Broomfield shall issue a conditional acceptance of the bid by January 29, 1993. Once the joint bidding Cities receive notice of conditional bid acceptance, each City's staff will immediately start the process of seeking formal City Council approval of the intergovernmental agreement noted in bid condition number 6 and approval of the joint bid and purchase contract noted in bid condition number 5. Broomfield's bid award date of April 27, 1993 would remain the same.

We appreciate your consideration of this bid and look forward to hearing from you by January 29, 1993. Please read the bid conditions carefully and direct any questions to each of the joint bidding Cities

The Cities of Arvada, Black Hawk, Northglenn and Westminster

Enclosures

cc: George DeCiero, City Manager, Broomfield
- Neil Berlin, City Manager, Arvada
- Jim Landeck, City Manager, Northglenn
- Linda Martin, City Manager, Black Hawk
- Bill Christopher, City Manager, Westminster

Post-It® Fax Note 7671		Date 3/14	# of pages 8
To	From Mike		
Co./Dept.	Co. Broomfield		
Phone #	Phone #		
Fax #	Fax #		

17,223,148.75
- 458,811.25
16,764,337.50
- 2235.245
1500.00
ADMIN RECORD
1/13

SW-A-006567

CITY OF BROOMFIELD
INVITATION TO BID
WATER RIGHTS SALE

REVISED: 10/29/92

BID FORM

7,069,398.75
8,776,837
2,692,501

Name of Bidder: City of Westminster
Address: 4800 West 92nd Avenue
Westminster, Colorado 80030
Telephone Number 430-2400

Subject to the Conditions which are attached hereto as Exhibit "A", Westminster bids the following:

Bid for Category 1 water rights: \$9,069,398.75 for Westminster's share of the Category 1 water rights including
> 1,170.25 inches of Church Ditch water, and the transfer of all of Broomfield's ownership in the Church Ditch under this joint bid totalling \$17,223,148.75

Bid for Category 2 water rights: \$0.00

Note: A 1% bid deposit is required in cash or certified funds.

By submitting this bid and signing below, the bidder and individual named below certify that they have full power and authority to make this bid.

Bill Christopher
Bill Christopher
City Manager

1.15.93
Date

CITY OF BROOMFIELD
INVITATION TO BID
WATER RIGHTS SALE

REVISED: 10/29/92

BID FORM

Name of Bidder: City of Northglenn

Address: 11701 Community Center Drive

Northglenn, Colorado 80233-1099

Telephone Number: (303) 451-8326

Subject to the Conditions which are attached hereto as Exhibit
"A", Northglenn bids the following:

Bid for Category 1 water rights: \$3,000,000.00 for Northglenn's
share of the Category 1 water
rights, including 400 inches
of Church Ditch water, and the
transfer of all of
Broomfield's ownership in the
Church Ditch under this joint
bid totalling \$17,223,148.75

Bid for Category 2 water rights: \$0

Note: A 1% bid deposit is required in cash or certified funds.

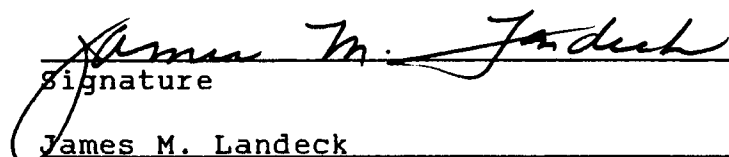
By submitting this bid and signing below, the bidder and
individual named below certify that they have full power and
authority to make this bid. Receipt of the following addenda are
hereby acknowledged.

Addendum No. 1 dated December 11, 1992

Addendum No. 2 dated December 17, 1992

Addendum No. 3 dated January 8, 1993

Addendum No. dated


Signature

James M. Landeck
Typed or printed name

City Manager
Title

1-15-93
Date

CITY OF BROOMFIELD
INVITATION TO BID
WATER RIGHTS SALE

REVISED: 10/29/92

BID FORM

Name of Bidder: City of Westminster
Address: 4800 West 92nd Avenue
Westminster, Colorado 80030
Telephone Number 430-2400

Subject to the Conditions which are attached hereto as Exhibit "A", Westminster bids the following:

Bid for Category 1 water rights: \$9,069,398.75 for Westminster's share of the Category 1 water rights including 1,170.25 inches of Church Ditch water, and the transfer of all of Broomfield's ownership in the Church Ditch under this joint bid totalling \$17,223,148.75

Bid for Category 2 water rights: \$0.00

Note: A 1% bid deposit is required in cash or certified funds.

By submitting this bid and signing below, the bidder and individual named below certify that they have full power and authority to make this bid.

Bill Christopher
Bill Christopher
City Manager

1.15.93
Date

CITY OF BROOMFIELD
INVITATION TO BID
WATER RIGHTS SALE

REVISED: 10/29/92

BID FORM

4,650,000
450,000
150,000

Name of Bidder: City of Arvada
Address: P.O. Box 8101
Arvada, CO 80001-8101
Telephone Number: 303/421-2550

Subject to all of the Conditions which are attached hereto as Exhibit "A", Arvada bids the following:

Bid for Category 1 water rights: \$4,650,000.00 for Arvada's share of the Category 1 water rights, including 600 inches of Church Ditch water, and the transfer of all of Broomfield's ownership in the Church Ditch under this joint bid totalling \$17,223,148.75

Bid for Category 2 water rights: \$0

Note: A 1% bid deposit is required in cash or certified funds.

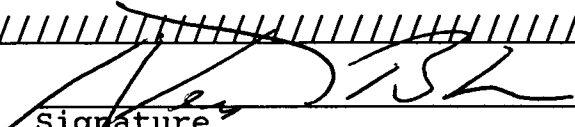
By submitting this bid and signing below, the bidder and individual named below certify that they have full power and authority to make this bid, and agree to all provisions of the invitation to bid dated November 2, 1992, and the following addenda, except to the extent acknowledged:

Addendum No. 1 dated 11/2/92

Addendum No. 2 dated 11/2/92

Addendum No. 3 dated 11/2/92

Addendum No. 4 dated 11/2/92


Signature

Neal G. Berlin
Typed or printed name

City Manager
Title

January 15, 1993
Date

CITY OF BROOMFIELD
INVITATION TO BID
WATER RIGHTS SALE

REVISED: 10/29/92

BID FORM

503,750
487,500
10,250

Name of Bidder: City of Black Hawk
Address: P.O. Box 17, 201 Selak
Black Hawk CO 80422
Telephone Number 303/582-5221

Subject to the Conditions which are attached hereto as Exhibit "A",
Black Hawk bids the following:

Bid for Category 1 water rights: \$503,750.00 for Black Hawk's
share of the Category 1 water
rights, including 65 inches of
Church Ditch water, and the
transfer of all of Broomfield's
ownership in the Church Ditch
under this joint bid totalling
\$17,223,148.75.

Bid for Category 2 water rights: \$0

Note: A 1% bid deposit is required in cash or certified funds.

By submitting this bid and signing below, the bidder and individual
named below certify that they have full power and authority to make
this bid, and agree to all provisions of the invitation to bid
dated November 2, 1992, and the following addenda, receipt of which
is acknowledged.

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Kathryn E. Eccker
Signature

Kathryn Eccker
Typed or printed name

Mayor
Title

1/12/93
Date

CONDITIONS

1. Broomfield shall return the 1% bid security deposit each joint bidder has submitted to Broomfield with this joint bid, and the interest accrued thereon, no later than 10 days after the earliest occurring of the following events: a) Broomfield rejects all bids submitted in response to its Invitation to Bid dated November 2, 1992; or b) Broomfield accepts a bid other than this joint bid. In any event, no later than April 30, 1993, Broomfield shall return the security deposit each joint bidder has submitted with this joint bid if Broomfield does not accept this joint bid before April 30, 1993.
2. Once the Great Western Reservoir Replacement Project is completed and fully operational, Broomfield shall have no option to delay transfer of title to the Category 1 water rights or ownership in the Church Ditch. No later than January 1, 2001, Broomfield shall transfer to these joint bidders all of its Category 1 water rights along with its ownership in the Church Ditch. Broomfield shall have no right to use the water rights after title is transferred. The joint bidders will consider a short-term lease of a portion of the water rights to Broomfield if Broomfield transfers title to the rights to these joint bidders before January 1, 2001.
3. None of these joint bidders shall pay more than a security deposit until Broomfield transfers to the joint bidders title to the water rights and Church Ditch property. Broomfield shall transfer title to the said water rights by Warranty Deed, Quitclaim Deed or Assignment. If Broomfield transfers title by Quitclaim Deed or Assignment, Broomfield shall also agree to indemnify and hold each of these joint bidders, harmless from any suit, claim, or cause of action that may be brought or asserted against any of these joint bidders, or any of the transferees or assigns of any of these joint bidders, within 20 years after the date of transfer of title concerning any of these joint bidders' right to own or use the water rights acquired from Broomfield under this joint bid, including the payment of legal fees and other costs of defense. Broomfield shall transfer title to the Church Ditch by Warranty Deed.
4. No later than January 29, 1993, Broomfield shall issue a conditional acceptance of the bids of these joint bidders: Arvada, Westminster, Northglenn and Black Hawk; and Broomfield shall thereafter negotiate only jointly with these joint bidders.
5. No later than April 27, 1993, the respective governing bodies of Broomfield, Arvada, Westminster, Northglenn and Black Hawk shall approve the terms and conditions of this joint bid and purchase contract with Broomfield, in a form that is acceptable to each participating jurisdiction, covering the purchase of these water rights and ownership of the Church Ditch.
6. No later than April 27, 1993, the respective governing bodies of the joint bidders shall approve, in a form that is acceptable to each participating jurisdiction, the terms and conditions of an intergovernmental agreement between the municipalities governing this joint purchase of water rights and Church Ditch from Broomfield.

CONDITIONS

Page 2

7. Broomfield agrees that it shall not object to or oppose, or initiate or intervene in, or assert any right, title or interest in, any water court or other legal proceeding filed after January 1, 1993, relating to the rights which Broomfield is selling under this joint bid. In addition, Broomfield acknowledges that it has represented in good faith that the Category 1 water rights have substantial value, and that such value could be significantly diminished if any attorneys or consultants who have previously represented Broomfield in connection with the water rights appear or participate in any water court or other proceedings in which the joint bidders, individually or collectively, seek a change of use or other approval for the joint bidders' proposed use of the water rights. Broomfield therefore agrees that it shall consider any such actions by its attorneys or consultants as adverse to its interests, and shall use its best efforts to prevent any such action by its attorneys or consultants.
8. Approval in each of these joint bidders' next general election that is held following acceptance of this joint bid and the intergovernmental agreement referred to in Condition #6 of a bond issuance to pay the cost of purchase of these water rights and Church Ditch from Broomfield if it is determined by any of the joint bidders that such an election is required in its jurisdiction.
9. The joint bidders agree that Westminster may pursue with Broomfield the option of assuming Broomfield's effluent obligation to Northglenn rather than pay cash for Broomfield's ownership in Church Ditch. If this option is exercised, Westminster's bid price shall be reduced by \$458,811.25 and Westminster shall receive title to Broomfield's ownership in the Church Ditch. Westminster shall allocate a share of this acquired ownership to Arvada and Black Hawk in accordance with the terms of the intergovernmental agreement referred to in Condition #6.
10. Once the Great Western Reservoir Replacement Project is completed and fully operational, Broomfield shall not object to or oppose the use of the Church Ditch as a stormwater conveyance canal.

110,764,375.00

Exhibit "A"



CITY of WESTMINSTER

January 15, 1993

Office of the City Manager

4800 West 92nd Avenue
Westminster, Colorado
80030

303.430 2400
FAX 303.430 1809

Mr. Mike Bartleson
City of Broomfield
Number 6 Garden Center
Broomfield, CO 80020

Re: Broomfield Category 2 Water Rights Bid

Dear Mr. Bartleson:

The City of Westminster is pleased to submit a bid of \$2,064,640 for the 197.231 Marshall Shares described as the category 2 water rights in the Invitation to Bid dated November 2, 1992. Enclosed with this letter are Westminster's bid form with attached bid conditions and a bid security deposit in the amount of \$20,646.40.

Particular notice should be given to bid condition number 6 which states that Broomfield shall issue a conditional acceptance of the bid by January 29, 1993. Once Westminster receives notice of conditional bid acceptance, Westminster staff will immediately start the process of seeking formal City Council approval of the agreement noted in Westminster bid condition number 3. This Agreement can be presented to Westminster City Council on February 8 and will provide for an exchange of the Marshall shares for Church Ditch inches owned by two other parties. The other two parties involved in the exchange have already approved the agreement. Broomfield's award date of April 27, 1993 would remain the same.

We appreciate your consideration of this bid and look forward to hearing from you by January 29, 1993. Please read the bid conditions carefully and direct any questions to Kelly DiNatale, extension 2180.

Sincerely,

Bill Christopher

Bill Christopher
City Manager

Enclosures

cc: George DiCiero, City Manager, City of Broomfield
Ron Hellbusch, Director of Public Works and Utilities, City of Westminster
Kelly DiNatale, Water Resources Manager, City of Westminster

197.231 Marshall Shares
\$2,064,640
\$10,500.18/m

CITY OF BROOMFIELD
INVITATION TO BID
WATER RIGHTS SALE

REVISED: 10/29/92

BID FORM

Name of Bidder: City of Westminster
Address: 4800 West 92nd Avenue
Westminster, Colorado 80030
Telephone Number 430-2400

Subject to the Conditions which are attached hereto as Exhibit "A", Westminster bids the following:

Bid for Category 1 water rights: \$0.00

Bid for Category 2 water rights: \$2,064,640.00 for 197.231 FRICO Marshall Division shares

Note: A 1% bid deposit is required in cash or certified funds.

By submitting this bid and signing below, the bidder and individual named below certify that they have full power and authority to make this bid.



Bill Christopher
City Manager

1.15.93

Date

EXHIBIT A

Conditions

This bid is expressly conditioned as follows:

1. If this bid is not accepted by Broomfield, Broomfield shall return the security deposit, together with any interest accrued thereon, to Westminster no later than ten (10) days after (1) the day Broomfield rejects all bids received or (2) the day Broomfield accepts a competing bid, whichever date first occurs.

2. A bond issue to generate the funds needed to permit the consummation of the purchase of the water rights that are the subject of this bid, and to permit the consummation of the Agreement for Purchase and Sale of Water described in paragraph 3 above shall be approved at the Westminster General Election in November, 1993, if Westminster determines that such an election is necessary.

3. No later than February 8, 1993, the Agreement for Purchase and Sale of Water between Westminster, the Farmers Reservoir and Irrigation Company, and the Eagle Country Club concerning exchange of the water rights that are the subject of this bid shall be approved and executed by all parties.

4. Broomfield agrees that it shall not object to or oppose, or initiate or intervene in, or assert any right, title, or interest in, any water court proceeding filed by Westminster after January 1, 1993 seeking to adjudicate a change of use of either the water rights that are the subject of this bid, or of any Church Ditch inches that are conveyed to Westminster in exchange for such water rights pursuant to the Agreement for Purchase and Sale of Water described in Paragraph 3 above. Broomfield acknowledges that it has represented in good faith that the category 2 water rights that are the subject of this bid have substantial value, and that such value could be significantly impaired if any attorneys or consultants who have previously represented Broomfield in connection with the water rights that are the subject of this bid, or with respect to interests in the Church Ditch appear or participate in any case seeking a change of use of such rights to allow their use in the Westminster water supply system. Broomfield therefore agrees that it shall consider any such appearance by its attorneys or consultants as adverse to its interests, and shall use its best efforts to prevent such appearance by its attorneys or consultants.

5. Westminster shall have through April 1, 1993 to examine and pass upon matter of title, historical use, and yield of the Category 2 water rights. Should Westminster give Broomfield written notice by April 1, 1993 that title is defective, [or that the historical use and yield of the water rights is unacceptable] then Broomfield shall have a period of ninety days thereafter to correct such title defects, failing which, Westminster, at its option, may elect to rescind this bid, and, within ten days after receiving notice of such election, Broomfield shall return Westminster's security deposit together with any interest accrued thereon.

6. Broomfield shall issue its conditional acceptance of this bid no later than January 29, 1993, and thereafter shall negotiate only with Westminster concerning the sale of the Category 2 water rights. The amount and terms of any further security deposit (beyond the 1% tendered with this bid) shall be a subject of such negotiation.

DATE: 1-13-93

BID FOR Water Rights Sale

NAME	BID
1. <u>City of Westminster</u>	category #2 \$ <u>2,064,640</u> -
2. <u>Cities of ARVADA Black Hawk</u>	category #1 \$ <u>9,069,398.75</u> - Westminster
* <u>Northglenn & Westminster - Joint Bid</u>	\$ <u>3,000,000.00</u> - Northglenn
* <u></u>	\$ <u>4,650,000.00</u> - ARVADA
* <u></u>	\$ <u>503,750.00</u> - Black Hawk
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X Tricia Kegeress
Deputy City Clerk

13/13